

THE CITY OF MARIETTA

SOLICITATION FOR QUALIFICATIONS

**PRE-QUALIFICATION OF GENERAL
CONTRACTORS FOR MARIETTA
PUBLIC WORKS FACILITY
RENOVATIONS**

RFQU-14-035562



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia, 30060
770-794-5257**

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| TABLE OF CONTENTS |
|--------------------------|

REQUEST FOR QUALIFICATIONS NO. RFQu-14-035562

**PRE-QUALIFICATION OF GENERAL
CONTRACTORS FOR MARIETTA PUBLIC
WORKS FACILITY RENOVATIONS**

| TITLE | PAGE |
|----------------------------------------------|-------------|
| INSTRUCTIONS TO PROPOSERS | 1 –14 |
| EXHIBIT A: ALTERATIONS/EXCEPTIONS | 10 |
| EXHIBIT B: DRUG FREE WORKPLACE | 11 |
| EXHIBIT C: WORK AUTHORIZATION | 12-14 |
| EXHIBIT D: APPLICATION FOR PRE-QUALIFICATION | SOW 1 –5 |

INSTRUCTIONS FOR PROPOSAL SUBMITTAL

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 11:00 A.M., Wednesday, February 19, 2014 for the following:

PRE-QUALIFICATION OF GENERAL CONTRACTORS FOR MARIETTA PUBLIC WORKS FACILITY RENOVATIONS

RFQu-14-035562

All proposal requirements shall be in accordance with Application for Pre-qualification Pages SOW 1-5 and attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

Names of vendors submitting proposals shall be read out loud at 11:00 A.M., Wednesday, February 19, 2014 at the City of Marietta Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060. A public opening of proposals will not occur at the date and time indicated above. Proposals received will be officially recorded, and this recordation will be made available to the public. All proposals received will be turned over to the evaluation committee for opening, review, deliberation, and recommendation. Negotiations will be conducted in accordance with the procedures described in this solicitation.

ARTICLE 3 PRE-PROPOSAL CONFERENCE

There will be no Pre-Proposal conference for this proposal.

ARTICLE 4 DELIVERY REQUIREMENTS

Any proposals received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The proposal opening time shall be strictly observed. Under no circumstance shall proposal delivered after the specified time be considered. Such bids will be returned unopened.

ARTICLE 5 CLARIFICATION & ADDENDA

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to proposal shall be made through the City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same. However, it shall be the responsibility of each proposer to contact the City of Marietta, Purchasing Department at 770-794-5257 72 hours prior to proposal due date to determine if any addenda were issued and to make sure such addenda is a part of their proposal. EACH PROPOSER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY ADDENDA RECEIVED AND ATTACHING WITH PROPOSAL.

ARTICLE 6 USE AND CLARIFICATION OF SPECIFICATIONS

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 7 BUSINESS LICENSE

The proposer shall provide appropriate proof of a current Business License.

ARTICLE 8 SEALED & MARKED

FOUR (4) SIGNED COPIES OF YOUR PROPOSAL SHALL BE SUBMITTED IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:

**REQUEST FOR QUALIFICATIONS
RFQu-14-035562**

**PRE-QUALIFICATION OF GENERAL CONTRACTORS FOR MARIETTA
PUBLIC WORKS FACILITY RENOVATIONS**

and addressed to:

**City of Marietta, Purchasing Department
205 Lawrence Street
Marietta, Georgia 30060
Attention: Rick Churbock, CPPB
Purchasing Agent III**

ARTICLE 9 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

ARTICLE 10 PROPOSAL EXPENSES

All expenses for making proposals to the City are to be borne by the proposer.

ARTICLE 11 IRREVOCABLE OFFER

Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked "PROPOSAL MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 12 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 13 APPLICABLE LAWS

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 14 CODE OF ETHICS

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

ARTICLE 15 COLLUSION

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 15.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other PROPOSER or to any competitor;
- 15.3 No attempt has been made or shall be made by the PROPOSER to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- 15.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 16 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 17 NOTICE OF ACCEPTANCE

The contract shall be deemed as having been awarded when the formal notice of acceptance/contract is issued to the Contractor(s). After award and acceptance the successful Contractor(s) may be posted at the Marietta Purchasing website.

ARTICLE 18 PROPOSAL FORMS, VARIANCES, ALTERNATES

Proposals shall be submitted on attached City forms. **PROPOSERS SHALL SUBMIT PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL BASED ON THE REQUIRED COPIES REQUESTED IN ARTICLE 8 WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT A”** Providing there has been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

ARTICLE 19 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining awards.

ARTICLE 20 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the proposer wishes to make substitution to the specifications, proposer shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A proposal containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 21 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.

ARTICLE 22 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Proposers may submit proposals on items manufactured by other than the manufacturer specified. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any proposer to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 23 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION

The successful proposer(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the proposer(s) is/are legally authorized to submit, and the successful proposer(s) shall be legally bound to perform according to the documents.

ARTICLE 25 INDEMNIFICATION, AND LIABILITY

A. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

B. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

ARTICLE 26 INSURANCE, INDEMNIFICATION, AND LIABILITY

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured thereunder:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Workmen's Compensation Insurance Statutory

II. Comprehensive General Liability Insurance including:

| | |
|-----------------|------------------------------|
| Bodily Injury | \$1,000,000 per person |
| | \$1,000,000 per occurrence |
| Property Damage | \$1,000,000 per person |
| | \$1,000,000 annual aggregate |

III.. Automobile Liability Insurance including:

\$1,000,000 combined single
limit

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

ARTICLE 27 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 28 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit B) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

ARTICLE 29 WORK AUTHORIZATION PROGRAM

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit C) it is required that these forms be signed and returned to this office with the proposal.

EXHIBIT A
ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT B

Drug Free Work Place Certification

Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT C

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of subcontractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT D

APPLICATION FOR PRE-QUALIFICATION

PROJECT: 14-035562 Marietta Public Works Facility Renovations

Submitted To: **City of Marietta,
Purchasing Department
Attn: Rick Churbock, CPPB**
205 Lawrence Street
Marietta, GA 30060

Phone: (770)794-5257
Email: rchurbock@mariettaga.gov
Attention: Rick Churbock, CPPB
CC:

Submitted By: _____ Corporation []

Company Name: _____ Partnership []

Address: _____ Individual []

_____ Joint Venture []

Phone: _____

Fax: _____

Email: _____

Contact Person: _____

Dun and Bradstreet No. _____

To be considered for prequalification, all requested information must be completed and submitted in a concise and orderly manner in the same sequence as listed below. Reference on this form, all documents you wish to attach with an indication such as “see attached company safety manual dated January 1, 2014.”

Information Required for Evaluation

1. **State of Georgia General Contractors License:** In order to pre-qualify to bid as a prime contractor bidder for this project applicant must be a properly licensed by **the Georgia Licensing Board for General Contractors** as a prime contractor and meet required license details, including but not limited to license classification and bid limit. Please complete the following:

License Number: _____

Bid Limit: _____

Classification: _____

2. **Safety Requirements:**

Please provide the following:

- a. A comprehensive copy of the applicants OSHA 300 log for the past three (3) years.
 - b. What is your current TRIR: _____
 - c. What is you SIC Code from OSHA 300A Log: _____
 - d. What is your current EMR: _____
 - e. Does your company have a Drug Free Workplace Policy that includes pre-hire, random, and post-accident drug testing? _____. If yes, when was this policy implemented? _____.
 - f. Does your company have a safety program? _____. Provide copy of your company's safety manual upon request. (Do not submit with this application).
3. **Current Work in Progress:** On a separate form please provide a listing of all projects currently under contract and anticipated to be under contract. Include start date, completion date, project value and percentage complete.
 4. **Annual Volume:** Please provide your annual volume in construction contracts (exclusive of all non-construction revenue) over the last five (5) years. The value of this project cannot be over 50% of your average annual volume.

2009_____

2012_____

2010_____

2013 _____

2011_____

2014 (To date) _____

The Owner may request audited financial statements to confirm the above annual volume figures.

5. **Experience with Similar Work:** To be considered for pre-qualification, an applicant should have been in the same type of construction/maintenance/service/repair business on a continuous basis. Architects/Engineers and Owners of prior projects, when questioned, must agree that the applicant performed in a satisfactory manner in regards to quality, time management and overall performance.

Marietta Public Works: Addition & Renovation Scope of Work

The Project consists of site work, building renovation and building additions (8,500 square feet) located at 725 North Marietta Parkway, Marietta, Georgia. The site work includes grading, site utilities, hardscape, and landscaping. The existing building (approx. 23,000 square feet) was constructed in 1967 and it is composed of 2 types of structures: CMU construction and a pre-engineered metal building. The CMU construction contains the office portion, and the intent is to renovate as indicated in the construction documents with similar construction, demolishing existing and constructing new components where applicable. The existing pre-engineered metal building houses the Fleet garage operations. There is minor demolition and renovation work in this existing area. There are 2 primary types of building additions. One addition is approximately 2,800 square feet consisting of CMU and brick veneer construction with a TPO roof system. Approximately half of this addition includes a raised floor. There is also an addition of similar construction that is approximately 380 square feet. The other primary type of building addition is pre-engineered metal building construction. This work includes a large addition of approx. 4,700 square feet and smaller additions consisting of 680 square feet.

The project includes concrete slabs, masonry walls, brick exterior skin, structural and miscellaneous steel (including bar joist), raised floor system, rough carpentry, finish carpentry, waterproofing, insulation, roofing, sealants, doors, frames, hardware, glass and glazing, drywall and metal studs, finishes, specialties, kitchen equipment installation (domestic), cabinet installation, window treatments, HVAC, plumbing, electrical, etc.

- a. **Similar Experience:** Applicant shall demonstrate experience with projects of similar cost, scope, duration and complexity. Provide a list of a minimum of five (5) projects similar in cost, scope, duration and complexity completed by your firm completed within the last five (5) years. Include the following information: Project name, location, contract amount, date completed, project duration, owner name and contact information, architect/engineer name and contact information, a brief description of the scope of work, and photographs or drawings.
- b. **Special Conditions Experience:** Applicant shall demonstrate experience with projects of similar cost, scope duration and complexity for a public institution. Provide a list of a minimum of two (2) projects similar in completed within the past five (5) years. Include the following information: project name, location, contract amount, year completed project duration, owner name and contact information, architect/engineer of record name and contact information, a brief description of the scope of work, and photographs or drawings. *Any projects submitted in response to item 4 above which are for a public institution can be used to satisfy this item and need not be submitted more than once (indicates with "see response to item 4 for 1,2, or 3 of these projects).*

6. **Proposed Team Members:** Provide the name and resume of the following persons that the applicant intends to employ on this project.
- a. Company Official or Officer in Charge (Person who has ownership in the company and who is authorized to sign for and obligate the company. Include History with company, title, limits of signature authority, and resume (include any previous work affiliations for individuals with less than 5 years with this company).
 - b. Project Manager: This individual must have a minimum of 5 years of experience as a construction project manager and must have at least three (3) projects of similar size and scope on his/her resume. This individual is to be on site part time.
 - c. On Site Superintendent: This individual must have a minimum of 10 years of experience as a construction superintendent and must have at least three (3) projects of similar size and scope on his/her resume. This individual is to be on site full time.
 - d. Safety Officer: Include History with company, title, relevant certificates and training and resume (include any previous work affiliations for individuals with less than 5 years with this company).
7. **Claims, Work Completion and Legal History:** The owner must be assured that your organization does not have a history of extensive claims, unfair/unjustified change orders, frivolous lawsuits, improper treatment of subcontractor/suppliers or uncompleted work.

If the answer to any of the following is yes, provide an attached document of explanation.

- a. Has your organization ever failed to complete any work awarded to it? _____
- b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your institution or its officers? _____
- c. Has your organization filed any lawsuits, requested arbitration or other forms of dispute resolution with regard to construction contracts within the last five (5) years? _____
- d. Have there been any judgments, liens, claims, arbitration or suits against your organization or its officers within the last five (5) years?
- e. Do you currently have any open and unresolved / unsatisfied claims for additional compensation, time extensions, on contracts with the City of Marietta? _____
- f. Do you have any projects with the City of Marietta which are behind schedule as of the date of this application? _____
- g. Have any prime contractors, material suppliers or subcontractors filed claims against you for unpaid statements or invoices on Auburn University Projects within the last three (3) years?

SUBMISSION AND NOTIFICATION

All requests for information or clarification regarding the Prequalification Form should be submitted in writing via email to Rick Churbock rchurbock@mariettaga.gov.

The Owner reserves the right to waive any technical errors in application, or to abandon the pre-qualification process if the interest of the Owner appears to be promoted thereby.

The undersigned affirms that the information provided is current, accurate, true and sufficiently complete so as not to be misleading.

Signature: _____
Name and title typed or printed

Date